UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA Claim No: 1998A12483/1998A13879 § § § §

VS.

Jacqueline F. Dunn

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Washtenaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 1438 Chestnut Drive, Apt. 5, Ypsilanti, Michigan 48197.

The Debt

First Cause of Action - Claim Number: 1998A12483

3. The debt owed the USA is as follows:

A. Current Principal (after application of \$1,392.52 all prior payments, credits, and offsets)

B. Current Capitalized Interest Balance and \$1,804.39 Accrued Interest

C. Administrative Fee, Costs, Penalties \$0.00 D. Attorneys fees \$0.00

Total Owed - Claim Number 1998A12483

Total Owed - Claim Number 1998A13879

\$3,196.91

\$1,435.18

Second Cause of Action - Claim Number: 1998A13879

4. The debt owed the USA is as follows:

A. Current Principal (after application of all prior payments, credits, and offsets)	\$606.67
B. Current Capitalized Interest Balance and Accrued Interest	\$828.51
C. Administrative Fee, Costs, Penalties	\$0.00
D. Attorneys fees	\$0.00

TOTAL OWED (Claim Numbers 1998A12483 and 1998A13879) \$4,632.09

The Certificate of Indebtedness, attached as Exhibit "A" and "B", show the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the respective Certificates of Indebtedness, are correct as of the date of the Certificates of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 10.000% per annum or \$0.38 per day on Claim Number 1998A12483 and 9.130% per annum or \$0.15 per day on Claim Number 1998A13879.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 and 4 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)
Holzman Corkery, PLLC
Attorneys for Plaintiff
Tamara Pearson (P56265)
28366 Franklin Road
Southfield, Michigan 48034
(248) 352-4340
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

JACQUELINE F. DUNN AKA: JACQUELINE DUNN 2302 ELLSWORTH APT 304 YPSILANTI, MI 48197-4857

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 7/13/98.

On or about 8/10/89 the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Bank Of Horton, Horton, KS at 10.00 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$1,207.50 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 3/19/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,520.86 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/9/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$1,078.40 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 1,392.52
Interest:	\$ 26.62
Administrative/Collection Costs:	\$ 0.00
Late fees	\$ 0.00
Total debt as of 7/13/98	\$ 1,419.14

Interest accrues on the principal shown here at the rate of \$0.38 per day.

7/17/98

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

Name:

dan Analyst

Branch

Litigation Branch

Trutalel

Case <u>5:11 ev 11765 JCO</u> -MJH E	CENO 1-	MURIUN	iled 04/22/1:		of 9
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UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing (P.O. Box 7861. Madison, WI

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE OMGINAL PROMISSORY NOTE

U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

JACQUELINE F. DUNN AKA: JACQUELINE DUNN 2302 ELLSWORTH APT 304 YPSILANTI, MI 48197-4857

SSN:

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 7/13/98.

On or about 8/10/89 the borrower executed promissory note(s) to secure loan(s) of \$1,178.00 from Bank Of Horton, Horton, KS at 9.13 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$571.33 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 12/11/90, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$734.18 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 6/9/96, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$407.60 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 606.67
Interest:	\$ 121.66
Administrative/Collection Costs:	\$ 0.00
Late fees	\$ 0.00
Total debt as of 7/13/98	\$ 728.33

Interest accrues on the principal shown here at the rate of \$0.15 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

Name: Mala Malalal

Title Lyan Analyst

Branch Litigation Branch

Case 5:11-cv-11765- CO-MJH & BCF No. 1, PageID.8 Filed 04/22/11 Page 8 of 9 BANK OF HORTON

SUPPLEMENTAL LOANS FOR STUDENTS APPLICATION AND PROMISSORY NOTE

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33. Signature of School Official	SECTION 2-TO	BE COMPLETED BY THE			D:	ate
34. Name of Lender	020110110 10		39. 1st Disbursement			
Bank of Horton		<u>'</u>	Amount	\$		
35. Street Address	City, State, Zip Code		10. 2nd Disbursement	· · · · · · · · · · · · · · · · · · ·		
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I CERTIFY UNDER PENALTY OF PERJURY THAT THIS IS A TRUE AND EXACT COPY OF THE OR/GINAL PROMISSORY NOTE

ME ME